



# College Area Community Garden

An IRS 501(c)3 association [www.collegeareagarden.org](http://www.collegeareagarden.org)

## LIABILITY RELEASE, WAIVER and HOLD HARMLESS AGREEMENT

**For:**

Last Name

First Name

*(Please print name ABOVE for one CACG volunteer, OR one minor aged person, OR one service provider)*

In order to reduce the risk of liability and to keep the cost of the operations of the activity as reasonable as possible we are asking our participants to read and sign the following provisions. If you have any questions please feel free to inquire and we will do our best to explain. In consideration for the use of the leased property, facilities and/or services of the College Area Community **Gardens** ("**Garden**" or "**Gardens**"), including any travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS.** By signing below, the above named person or his/her parent/guardian understands and acknowledges that participation in the **Garden's** activities involves risks such as but not limited to the following which might result from the activity itself, the acts of others or the unavailability of emergency medical care; RISK OF PROPERTY DAMAGE, BODILY INJURY, and POSSIBLY DEATH. Activities include, but are not limited to: gardening, weeding, pulling and pushing items, manual loading of materials, watering areas using garden hoses, and other large and small muscle activities.

2. **ASSUMPTION OF RISK.** The undersigned ASSUMES ALL RISKS WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISING FROM PARTICIPATION AT THE **GARDEN**, including without limitation those risks described in Section 1 above.

3. **SKILLS AND TRAINING.** The undersigned acknowledges that they (OR their minor child named above) have/has the physical and emotional ability necessary to participate. The undersigned agrees that if he or she has any questions as to what qualifications are necessary to properly participate in the **Garden's** activities, then they shall direct such questions to the organization.

4. **RELEASE.** You all agree to assume the risk of harm even if the potential harm is caused by someone else. You all waive and release all claims against the Landowner(s), the **Garden**, the **Garden's** board members, employees, volunteers, other **Garden** members, anyone acting on the **Garden's** behalf, our community partner San Diego State University (SDSU), any subsidiary organizations of SDSU, and their officers, employees, agents, and assigns (all of which are referred to hereinafter as the "Released Parties") for any losses, or damages resulting from death, injury, or property damage to any of you or to any property that occurs while any of you is in the **Garden**. You all agree to assume the risk of harm even if the potential harm is caused by someone else. You all agree NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of participation in **Garden** activities, including those based on the risks described in Section 1, whether or not caused by the negligence or other fault of the RELEASED PARTIES.

5. **WAIVER.** The undersigned waives the protection provided by any statute or law in any jurisdiction including California Code section 1542 whose purpose, substances and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the persons giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

6. **MODEL RELEASE.** I, the undersigned, grant permission to the College Area Community **Garden**, a California Registered 501c3 Non-profit Association, its volunteer board members, volunteers, future employees and any agents, to take and use visual/audio images of me. Visual/audio images are any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. College Area Community **Garden** will not materially alter the original images. I agree that the College Area Community **Garden** owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such as university-sponsored web sites, publications, promotions, broadcasts, posters and advertisements. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. I release the College Area Community **Garden** and its volunteer board members, volunteers, employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking or use of the images or printed material used with the images. I am at least 18 years of age and competent to sign this release. I have read this release before signing, I understand its contents, and I freely accept the terms.

(Continued on next page)

Initial your agreement here \_\_\_\_\_

7. INDEMNIFY AND DEFEND. You all agree to hold the Released Parties harmless for any damages or losses suffered by any of you, or by your guests, that are caused by the Released Parties' actions; and further, you all agree to indemnify and pay all Released Parties' attorneys' fees and related costs defending against any such claims of damage or loss.

8. PAY. The undersigned agrees to pay for any and all damages to any property of the RELEASED PARTIES caused by the undersigned whether negligently, willfully or otherwise.

9. LEGAL FEES. In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and costs.

10. REPRESENTATIVES. The undersigned enters into this agreement for him/her, heirs, assigns and legal representatives.

11. ACKNOWLEDGEMENT. The undersigned has read and understands this agreement and realizes it relates to releasing valuable legal rights and does so freely and voluntarily.

**SPECIFIC APPROVAL OF PARENT/LEGAL GUARDIAN ON BEHALF OF MINOR**

(This section to be signed on behalf of volunteers who are minors under 18)

I am the parent or legal guardian of the minor individual named at the beginning of this document (Page 1). I have read and understand the two page agreement and realize the agreement involves releasing valuable legal rights for the minor and me. I agree to be bound by all of the terms of the agreement I give permission for my child (or minor person I have guardianship of) to participate in appropriate activities related to operations of the **Garden**. I also give my consent for my child to be included in appropriate and legal photographs, film/video, or other photographic means while volunteering at the **Garden**. All images created may be used for lawful purposes such as archival or publicity uses by the **Garden**, and/or TV, Radio and/or other news media, and become the sole property of the **Garden**.

**X** \_\_\_\_\_  
**Parents/Guardians (Only) Sign Name Here** **Print Name**

Print names below of additional minors (up to three) to be covered under this waiver in addition to the adult:

\_\_\_\_\_  
**X** \_\_\_\_\_  
**Sign Name Above (not necessary for Parent/Guardian)** **Print Name** **Date**

**(All respondents please fill in below)**

Phone number of person signing this document \_\_\_\_\_

Email address \_\_\_\_\_

Upon completion, we strongly recommend that you make a copy for your records. The best way to ensure receipt of this completed form is to hand deliver it to the registration area when you sign in at your first Garden work event. Scanning and then emailing your fully completed forms with signature and date is also acceptable. Thanks.

For further information, please contact:

**College Area Community Garden** [secretary@colleageareagarden.org](mailto:secretary@colleageareagarden.org)  
or [communications.cacg@gmail.com](mailto:communications.cacg@gmail.com) **Sept., 2019**